

## AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between LEON COUNTY, FLORIDA, a Charter County and a political subdivision of the State of Florida, hereinafter referred to as the "County" and FLORIDA STATE UNIVERSITY, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of other governmental agencies when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:  
Research on festival and/or events as designated by the County and/or its representative including attendee Market profiles, room night generation analyses for ten (10) events during FY05 based upon lodging performance data provided by the LCTDC. All work shall be provided and administered under the direction of the Leon County Tourist Development Council.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement.

### 3. TIME

The contract shall be for a period of one (1) year commencing October 1, 2004 and shall continue until September 30, 2005.

### 4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County in the amount of \$10,000 upon completion of the work and acceptance of it by the County as satisfactory.

### 5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

### 6. STATUS

The contractor at all times relevant to this agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of the County.

**7. LICENSES**

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any license required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

**8. ASSIGNMENTS**

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contract assign any monies due or to become due to him hereunder without the written consent of the County.

**9. HOLD HARMLESS**

subject to Section 768.28, Florida Statutes, each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents thereof, and actions that are within the scope of their employment.

Nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28 Florida Statutes. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of any contract.

**10. TERMINATION**

Either party may terminate this Agreement without cause by giving the other party hereto thirty (30) days written notice of termination. In the event the Contractor is unable to perform its obligation hereunder or services are not satisfactory, the County may terminate the Contract by giving 24 hours written notice specifying the date of termination. All notices of termination shall be sent certified mail, return receipt requested.

**11. PUBLIC ENTITY CRIMES STATEMENT**

In accordance with Section 287.133 Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief that neither Contractor nor his affiliates have been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year the agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

**12. BUDGET**

The performance of any obligations under this agreement shall be subject to and contingent upon availability of funds lawfully expendable for the purposes of this agreement for the current and future periods.

**13. REVISIONS**

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the Statement of Work, Contractor shall obtain the prior written consent of the County.

14. **CONSTRUCTION**

The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

**CONTRACTOR**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
Kirby Kemper, Vice-President of Research

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

**(CORPORATE SEAL)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

By \_\_\_\_\_ of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

**ATTEST:**  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

**Approved as to Form:**  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney